

# KY CACFP

## STANDARD CATERING CONTRACT



Kentucky Child and Adult Care Food Program

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Child and Adult Care Food Program  
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FY 2015

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# KY CACFP STANDARD CATERING CONTRACT

**THIS CONTRACT** is entered into between \_\_\_\_\_  
hereinafter referred to (First Party)

as the *Institution or Facility* and \_\_\_\_\_ herein after  
referred to as the *Caterer*. (Second Party)

This contract will become effective when an authorized representative of both have signed the contract and will expire on September 30, 20\_\_\_. Either party may choose to terminate the contract at any time in accordance with the terms specified herein. Delivery of catered meals shall commence after the Institution or Facility has received State Agency approval to participate in the CACFP. The Institution or Facility will notify the Caterer to commence meal delivery.

## I. The Parties Agree to the Following General Terms:

### A. Scope of work:

The scope of this contract is to provide meals specified by the Institution and deliver the specified meals to the site or sites the Institution identifies in the Delivery Schedule on Attachment 7 to this contract. Meals shall be delivered daily in accordance with all quote specifications and attachments regarding this contract. (See Attachments 1 - 7.)

### B. Governing law:

This contract shall be enforceable under the laws of Kentucky and parties shall be required to comply with all applicable federal and state laws, rules and regulations regarding the execution and enforcement of this contract and its use in the CACFP.

### C. The Kentucky Department of Education (KDE) and State Agency:

The KDE or State Agency is not a party to this contract nor is it responsible for its execution or the enforcement of any payments or performance. The KDE's and State Agency's sole role is providing a standard contract pursuant to 7 CFR §226 and ensuring compliance with reimbursement and contracting conduct of CACFP Institutions or Facilities. Any representation either implied or stated by any party, or any agent of the Department in this regard to the contrary, shall have no effect and shall not be relied upon regarding this contract.

### D. State Agency Approval Required:

The terms and conditions of this contract bear directly on the Institution's or Facility's successful participation in the CACFP. Therefore, the Institution or Facility is not permitted to receive reimbursement for catered meals under this contract if totaling \$50,000 or more until the State Agency has granted final approval of all terms and conditions of this contract consistent with its authority prescribed by 7 CFR §226. Consideration for reimbursement shall commence only after the date the State Agency grants final approval of all terms and conditions of this contract if totaling \$50,000 or more.

### E. Contract Price Terms, Payment and Termination for Failure to Make Payment:

1. Prices, Terms and Payment: All prices are fixed for the duration of the contract period.

a. Taxes: Any applicable taxes are in addition to the quotation and are not included therein;

b. Cash Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for contract evaluation purposes.

c. Invoicing and Payment:

(1) The Caterer shall submit itemized invoices to the Institution weekly or monthly. These invoices shall specify the number of meals provided to the center at each age group, the unit price for each meal, the dates in which the meals were delivered and the total amount of monies due from the institution. The Caterer shall also supply the institution with a weekly or monthly receipt stating the amount paid by the sponsor or Institution, the date in which payment was received and the dates for which the services were paid.

(2) The Institution shall pay the Caterer the unit price specified in the Attachment 7, Price Schedule multiplied by meals provided as specified in the invoice. The Institution shall pay:

(a) According to the time frame as stated on the Caterer's invoice; or

(b) 5 days after receiving CACFP reimbursement, whichever occurs first.

(3) The Caterer may impose suggested late fees of 1% of the total invoice every 30 days that the invoice remains unpaid, but is not required to do so. Any late fees shall not be paid from CACFP funds. See Termination for Breach in Special Conditions for non-payment of services rendered.

(4) The Caterer shall not receive payment for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period. **Any payment denial shall be supported by delivery documentation demonstrating deviation from the requirements of this contract.**

2. The contract price shall include the following items, if applicable, as identified on attachment 5:

a. Price of food, milk, disposable meal service products, packaging;

b. Transportation; and

c. All other related costs (e.g., condiments, utensils, etc.).

3. The contract price does not include nor the contractor is not authorized to charge costs for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.

4. The Caterer may terminate service under this contract for nonpayment if the Institution has failed to make full payment for any invoice 60 or more days after that invoice is due and owing.

a. The Caterer hereby waives its right for assistance with delinquent accounts through the State Agency.

5. Non-payment for Spoilage:

a. No payment shall be required nor made for meals that:

(1) Are spoiled or unwholesome at time of delivery; or

(2) Do not meet detailed specifications for each food component specified; or

(3) Do not otherwise meet the requirements of this contract.

b. All meal specifications under this contract shall include but are not limited to cycle menu, grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

6. The Caterer may use the following suggested delinquent payment notification procedures in order to preserve its right to demand payment for catering services:

a. For invoices not paid within 30 days after the Institution received the invoice (pursuant to this contract) the Caterer shall send the Institution a notice letter with a copy of the original invoice attached. The Caterer shall also provide a copy to the State Agency.

b. When an invoice previously noticed when delinquent 30 days is still delinquent and not paid in full within 60 days after the Institution received the invoice, the Caterer must provide a second letter to the Institution with a copy of the original invoice attached and provide a copy to the State Agency.

c. The Caterer shall suspend service or terminate its contract with the Institution if the Institution has failed to make full and complete payment for any invoice 60 or more days after that invoice is due and owing. The Caterer's failure to terminate its contract shall not waive the Caterer's right to seek payment under appropriate Kentucky law.

F. Amendments:

No amendments to this contract shall be made prior to awarding of bid or enforced unless and until such amendments are:

1. In writing;
2. Agreed to and signed by each party; and
3. Approved by the State Agency for purposes of reimbursement regardless of the grand total cost of the initial contract.

G. Selection of cycle menu:

The Institution or Facility has selected a State Agency cycle menu included as Attachment 2 to this contract. This cycle menu shall be used to govern the meals prepared and delivered under this contract. The Institution or Facility or the Caterer shall:

1. Not make menu substitutions except under emergency circumstances.
2. Seek approval from the State Agency of any menu changes and/or substitutions.
3. Document the need for the substitution to include what meal (or meal item) could not be provided and what meal (or meal item) was provided in its' place.
4. Inform the Institution and/or Facility(s) of the menu substitution prior to delivery.
5. Acknowledge that any menu substitution is subject to evaluation and meal disallowance at some future date under CACFP requirements and therefore bears the risk if it is found that the meal must be disallowed because such substitution may not qualify the meal for CACFP reimbursement.

H. Special conditions and specifications:

Any special conditions and specifications which vary from the general terms and conditions of this contract must be agreed on by both parties and approved by the State Agency prior to execution and attached to this contract. Any such attachments are adopted as part of this contract and shall have precedence.

I. Emergency Requirement:

1. Generally;

- a. If the Institution or Facility is required to close due to an emergency, the institution or Facility shall be required to pay for all food previously delivered to a center.
- b. CACFP will not reimburse for meals which are not served to enrolled children, regardless of the reason for the failure to serve the meal.
- c. Institutions must notify the Caterer at the earliest time feasible if a center will be closed for any reason.

2. Emergencies affecting a geographical area:

- a. In the event of an emergency affecting an entire geographical area each party shall act in good faith to keep the other party informed of its ability to perform the conditions of the contract.
- b. Caterers must immediately notify all Institutions and facilities served if the emergency requires Caterer closure, alterations of menu or other interruptions or partial interruptions of service.
- c. Any disruption or alteration of service shall be documented and a copy provided to the center and to the State Agency.
- d. Upon issuance of a notice of an emergency situation or pending emergency situation by state or local officials for the state or a geographical region, Institutions shall notify Caterers of their plan for operation during the pending emergency. For instance, if a severe weather warning is issued, the Institution shall notify the Caterer of its contingency plans for the emergency, specifically the factors it will use to determine closure, such as: it will close if school districts close or, government offices close, or local stores close.
- e. If the Institution does not provide reasonable notice of its closure it shall be responsible for payment for meals attempted to be delivered during regularly scheduled times.

J. Cancellation Clause:

1. At Will:

- a. This contract may be canceled by either party with a thirty (30) day written notice;
- b. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. For Breach:

a. The Institution's Rights;

(1) The Institution shall have the right, though is not required, to terminate this contract if the Caterer fails to comply with the contract's requirements.

(2) Upon election of its right to terminate the contract, the Institution or Facility shall notify the Caterer. Such notification must be in writing stating the specific instances of non-compliance with the terms and conditions of the contract. The Institution must await the Caterer's specific corrective action plan for 24 hours after the Caterer receives the Institution's written demand.

(3) If the Caterer fails to implement corrective action within 24 hours of the Institution's notification, the Institution shall have the right, upon written notice, to immediately terminate the contract and the Caterer shall be liable for any damages incurred by the Institution.

(4) The Institution shall by written notice to the Caterer terminate the right of the Caterer to proceed under this contract if the Institution finds that gratuities in the form of entertainment, or gifts, or if any other thing of value was offered or given by the Caterer to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending or the Caterer's conduct under the contract.

b. The Caterer's rights;

(1) The Caterer may terminate this contract if the Institution fails to comply with the requirements of this contract.

(2) Upon election of its right to terminate the contract, the Caterer shall notify the Institution. Such notification must be in writing stating the specific instances of non-compliance with the terms and conditions of the contract. The Caterer must await the Institution's corrective action plan for 24 hours after the Institution receives the Caterer's written demand.

(3) If the Institution fails to implement corrective action within 24 hours of the Caterer's notification, the Caterer shall have the right, upon written notice, to immediately terminate the contract and the Institution shall be liable for any damages incurred by the Caterer.

c. Additional condition for termination for failure to pay for catering services;

(1) These conditions are in addition to all stated terms for termination and apply expressly to the situation in which the Institution fails to pay the Caterer as agreed under this contract.

(2) Caterers shall retain the right under the laws of Kentucky to seek payment for all services delivered under this contract.

(3) The parties agree that the Caterer shall waive its right to seek action through the State Agency under this contract if it continues to provide services beyond the date when the Institution has failed to make full payment for services and is 60 days or more late in paying for services under this contract.

d. Resolution of disputes;

- (1) The parties to the contract shall attempt to resolve disputes under this contract through mutual agreed mediation.
- (2) Should mediation fail, disputes shall be resolved under the laws of Kentucky.
- (3) Regardless of resolution, costs or expenses for which the Institution subsequently accepts or is assigned liability shall not be paid from CACFP reimbursement funds unless those costs or expenses have been previously approved by the State Agency for reimbursement.

3. For lack of availability of Funds: The Institution shall have the option to cancel the contract for lack of funds as described in this section. In the event of cancellation of the contract, the Institution shall be responsible for meals that have been delivered to its Facility. The contract may be cancelled under this provision if:

- a. The Institution is not approved by the State Agency to participate in the Child and Adult Care Food Program;
- b. The Institution is terminated or suspended by the State Agency from the Child and Adult Care Food Program;
- c. The Institution's funding sources including participant payment, charity and similar fund raising activity fail to provide sufficient resource to continue the Institution's operation; or
- d. The funds to support the Child and Adult Care Food Program are not available due to federal or state budget constraints.

**K. Business and Professional Qualifications:**

1. Caterers shall disclose with their contract offer whether any director, employee, consultant or affiliate is also an officer or an employee of the State of Kentucky.
2. All Caterers must disclose the name of any employee who owns, directly or indirectly, an interest of five (5) percent or more of the Caterer's organization or any of its branches or affiliates or parent company.
3. All permits, registrations, licenses and insurance must be in full force at the time the contract is executed and throughout the term of the contract. Failure to maintain any of these required items shall result in immediate termination of the Caterer. The Caterer will not be permitted to supply catered meals for CACFP reimbursement until all required permits, registrations, licensure and insurance are in full force.

**L. Independent Capacity of Parties:**

In the performance of this contract, it is agreed between the parties that each party:

1. Is an independent party to this contract;
2. Is solely liable for the performance of all tasks contemplated by this contract;
3. Its officers, agents, employees or assignees in performance of this contract, shall act in an independent capacity and not as an officer, employee, or agent of the State Agency; and
4. Shall not represent to others that it has the authority to bind the State Agency in any way or fashion.

M. Conflict of Interest:

Each party shall be responsible for ensuring that no conflict of interest exists in the execution and administration of this contract.

1. The Institution shall maintain a written code of standards of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by CACFP payments. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by the CACFP if a conflict of interest, real or apparent, would occur.
2. Any Institution and its responsible principals and responsible individuals shall be subject to termination and disqualification from the CACFP if a conflict of interest exists in the Institution's procurement or execution of a catering contract.
3. The Caterer is prohibited from having a financial or other interest in the Institution served under this contract.
4. The Institution is prohibited from having a financial or other interest in the Caterer serving the Institution or its sponsored centers.
5. The parties are required to complete Attachments 8 and 9 (Conflict of Interest Questionnaires) as part of the execution of this contract. These records shall be maintained in the Institution's contract file and shall be subject to review during CACFP site visits for the purpose of confirming that a conflict of interest has not been recorded or allowed to exist.
6. Any contract found with an existence of a conflict shall be void from its inception and the contract shall be re-negotiated. Meals provided under such voided contract may be disallowed and repayment to the State Agency demanded.

N. Void if Disqualified:

This contract shall become null and void as of the date of the event listed under the following circumstances:

1. If the Caterer fails to:
  - a. Meet the requirements of the contract;
  - b. Comply with the requirements for entering into the contract;
  - c. Remain in good standing on the registered Caterer list with the State Agency; or
  - d. Meet the standards set forth in its applicable licensure requirements, regardless of whether such violations of its licensure laws and rules result in discipline by the applicable regulatory authority.
2. Institution or Facility be disqualified from participation in the CACFP; or
3. Caterer is suspended, disbarred or otherwise prohibited from accepting government contracts or government funding pursuant to 7 CFR §3017.

O. Enforceability:

This contract shall have no force or effect unless the:

1. Caterer is registered with the State Agency before the date of contract execution and the Caterer maintains that registration in good standing throughout the term of the contract.
2. Institution or Facility is approved to participate in the CACFP.

P. Default:

Failure to perform according to the terms of this contract shall be cause to find the defaulting party in breach with the following consequences:

1. If a Caterer is found in default of this contract such finding may result in:
  - a. The Caterer being required to pay all re-procurement costs;
  - b. The Caterer's name being removed from the State Agency's Registered Caterer List; and
  - c. Prohibiting all Institutions or Facilities participating in the CACFP from receiving further reimbursement for any meals delivered under a contract with the unregistered Caterer.
2. If an Institution is found in default of this contract such finding may result in:
  - a. The issuance of a Notice of Serious Deficiency to the Institution requiring timely corrective action; or
  - b. The State Agency denying reimbursement for catered meals for that Institution; or
  - c. The Institution's disqualification from the CACFP for a period of at least seven years and entry on the National Disqualified List.

Q. Energy Policy and Conservation Act (P.L. 94-163):

Parties to this contract shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with P.L. 94-163.

R. Buy American Requirement:

1. Parties to this contract shall comply with Public Law 100-237 whenever possible and purchase only food products that are produced in the United States.
2. The parties are permitted exceptions to the "Buy American" requirement under the following conditions:
  - a. The recipients or intended consumers of catered meals have demonstrated a unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States;
  - b. Products required for the preparation of catered meals are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality; or
  - c. The cost of the domestically produced food product that would be used in a catered meal is significantly higher than that of the foreign product.

S. Minority Participation:

Institutions shall take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible. Affirmative steps shall include the following:

1. Including qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
2. Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small business, minority-owned business and women's business participation;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
5. Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development State Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

T. Equal Employment Opportunity:

Parties to this contract shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

U. Execution of Contract:

The contract shall be typed or printed in ink. Erasable ink shall not be used in preparation of any agreed terms. All corrections made to this contract shall be initialed.

V. Cost of Contract Preparation:

The Caterer, by its affirmative act of providing a quotation or bid for this contract, acknowledges that the Caterer is solely responsible for any costs the Caterer incurred in responding to this contract.

W. Certificate of Independent Price Determination:

Attachment 12, Certificate of Independent Price Determination must be completed by the Caterer and Institution (or Facility) when utilizing formal competitive bid procedures and included with this contract.

X. Clean Air and Federal Water Pollution Control Act:

Contracts in excess of \$100,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Department of Health and the Regional Office of the Environmental Protection State Agency (EPA). Failure to comply constitutes an inability to fulfill the terms of the contract.

Y. Byrd Anti-Lobbying Amendment:

Contracts of \$100,000 or more must include certification from the Caterer that they will not and have not used CACFP (Federal appropriated) funds to pay any person or organization for influencing or attempting to influence an officer or employee of any State Agency, a member of Congress, officer or employee of Congress, or an employee of a member of congress in connection with this contract pursuant to Title 31 United States Code §1352.

## **II. The Caterer Agrees to:**

A. Regulatory Compliance:

The Caterer agrees that this contract shall be governed by, and construed to be consistent with, all federal and state regulations applicable to the CACFP established under 7 CFR § 226, 3016, 3017, 3019, 3021 and FNS Financial Management Instruction 796-2, Revision 3 as such regulations may apply and be amended from time to time.

B. Preference for Drug-Free Workplace:

The Caterer must make a good faith effort to maintain a Drug-Free Workplace (DFW). The Institution reserves the right to request from the Caterer the method used to maintain a DFW prior to contract award as outlined in 7 CFR § 3021.

C. Authority to Contract:

By execution of this contract the Caterer asserts and attests that the Caterer:

1. Is authorized to enter into the contract;
2. Is not suspended, debarred or otherwise prohibited from entering into the contract under the terms of 7 CFR § 3017; and
3. Shall notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.

D. Supervision and Inspection Requirements:

The Caterer shall:

1. Provide management supervision at all times and maintain constant quality control inspections to check for portion size, quality of products, time and temperature, appearance and packaging;
2. Maintain a valid state or federal food service license; and
3. Submit copies of the applicable state or federal regulatory inspections and current license annually to the State Agency, as may be requested.

E. Meal requirements, preparation, packaging and delivery:

Meals shall be prepared and delivered daily in accordance with all quotation or bid specifications and attachments regarding this contract as specified on attachments 1

through 7 to this contract. The Caterer shall accept delivery site additions and deletions upon written notice from the Institution at least seven calendar days prior to the date of delivery.

1. Meal Requirements: The Caterer shall:

- a. Provide menu items which meet the nutritional requirements specified by the Child and Care Food Program Meal Pattern.
- b. Not make changes or substitutions to the cycle menu on which the contract was based, Attachment 2, Cycle Menu.

2. Meal Preparation Requirements: The Caterer shall:

- a. Prepare and deliver meals according to CACFP Food Safety and Sanitation Requirements and other governing food safety and sanitation requirements.
- b. Ensure that all potentially hazardous food for this contract shall be kept at safe temperatures, 41°F or below and 135°F or above, except during necessary periods of preparation.
- c. Not assemble meals more than 24 hours prior to delivery.
- d. Ensure meals for this contract are delivered at safe temperatures:
  - (1) All cold foods must be held and delivered at or below 42°F.
  - (2) All hot foods must be held and delivered at or above 135°F.

3. Meal Packaging Requirements:

- a. In accordance with Attachment 5, Meal Services to be Provided, the Caterer shall ensure that:

- (1) Any product or substance that comes into contact with food, including but not limited to products used to package, contain or serve food shall meet federal food safety standards, including but not limited to 21 USC §348(h)(6), and instructions or regulations issued by the United States Food and Drug Administration.
- (2) All cold foods are packed suitably in accordance with local health standards. Container and overlay must have an airtight closure, be of non-toxic material, and be capable of maintaining internal temperatures of cold food at 42°F or below.
- (3) All hot foods are packed suitably in accordance with state health standards. Container and overlay must have an airtight closure, be of non-toxic material, and be capable of maintaining internal temperatures of hot food at 135°F or above.
- (4) Containers must be closed and maintain an airtight closure or seal until opened at the Institution's destination.

- b. Each container (bulk or carton with unitized meals) shall be labeled. Each label or other form shall include:

- (1) Caterer's name and address;
- (2) Food item and number of portions by age group (i.e. ages 1-2, 3-5 and 6-12).
- (3) Serving size information by cups, ounces, and individual pieces; and

(4) Date of production.

4. Meal Delivery Requirements:

a. The Caterer shall:

(1) Be responsible for delivery of all food and dairy products at the specified time and location according to Attachment 5, Meal Services to be Provided and Attachment 6, Delivery Schedule.

(2) Provide personnel to deliver meals daily, unload and place in the designated Institution or Facility at the specified location(s) and time(s) listed in Attachment 6, Delivery Schedule.

(3) Provide adequate refrigeration and heating in clean vehicles during delivery of all food and dairy products to ensure the wholesomeness of food at delivery is in accordance with State and local health codes.

(4) Provide the exact number of meals ordered and any damaged or incomplete meals shall not be included when the number of delivered meals is determined by the Institution or Facility.

b. The Caterer shall:

(1) Provide daily delivery tickets with meal delivery. See Attachment 13 for delivery tickets that can be copied on catering company letter head. Delivery tickets must:

(a) Show name of Institution or Facility; be itemized to show the number of meals of each type and each age group, the individual meal components for each meal type and the date and time of delivery. Delivery tickets shall be prepared in multiple copies as required.

Be typed or printed in ink on company letterhead. Use of erasable ink is not permitted.

(b) Include when delivering to an Institution or Facility, a minimum of two copies to provide one copy of the delivery ticket for the Caterer and a duplicate of that delivery ticket for the Institution or Facility.

(c) Include when delivering to a sponsored Facility, a minimum of three copies to provide one copy of the delivery ticket for the Caterer, a duplicate for the sponsoring Institution and a duplicate of that same delivery ticket for the Facility.

(d) Include the name of the individual making the delivery and the name of the Institution's or Facility's representative accepting delivery of the meals. Such names in addition to signature shall be clearly printed on the delivery ticket. Failure to clearly identify required names may result in disallowance of meals delivered under this contract.

(e) All corrections made by the Caterer and/or the Institution or Facility must be initialed

F. Assignment and Subcontracting:

The obligations of this contract shall not be assigned. The Caterer shall not subcontract meals provided under the terms of this contract.

G. Access to Caterer Site:

The Caterer shall permit employees of the Institution or Facility, designated program officials of the State Agency, the Kentucky Department of Law Enforcement, and U.S. Department of Agriculture access to:

1. Inspect the Caterer's preparation site prior to execution of contract and at any point during the term of the contract; and
2. Be present during preparation and delivery of meals, without prior notice at any time during the contract period.

H. Access to Records:

The Caterer shall maintain documentation pertaining to this contract and this documentation shall be available for the current contract period and three subsequent years from the termination date of this contract or until all outstanding issues are resolved of any audits for inspection and audits by representatives of KDE; the State Agency; the Kentucky Department of Law Enforcement; U.S. Department of Agriculture; and Kentucky Office of the Inspector General. These records shall include:

1. Purchase orders, invoices from food distributors, and production records
2. Delivery records and meal change form confirmations
3. Temperature logs for storage, cooking and holding of potentially hazardous foods, and transportation to the Institution or Facility
4. Invoices to the Institution or Facility
5. Notices of Non-payment
6. Records necessary to comply with federal and State and laws and regulations
7. All state and federal tax records associated with this contract
8. The contract and all addendums or changes

I. Indemnification and Contract Insurance Requirement:

1. The Caterer shall secure and maintain, at its expense and for the duration of this contract and any renewals, liability insurance to specifically protect itself and indemnify, save and hold harmless the Institution and Facility(s) and its officers, agents and employees against any and all actions, suits, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use, service operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Caterer, or any of the employees, agents, or representatives of the Caterer.
  - a. The Caterer will defend any action or actions filed in connection with any said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
  - b. The Caterer shall promptly pay any judgment rendered against the Institution or their officers, agents and employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Caterer herein under; and the Caterer agrees to save

and hold the Institution and Facility and/or their officers, agents and employees harmless there from;

c. In the event the Institution and Facility or its officers, agents and employees is/are made party to any action or proceeding filed or prosecuted against the Caterer for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Caterer hereunder, the Caterer agrees to pay to the Institution and Facility and/or its officers, agents and employees any and all costs and expenses incurred by the Institution and Facility and/or their officers, agents and employees in such action or proceeding including but not limited to, legal costs and attorneys' fees.

2. The Caterer shall deliver the written notification and a Certificate of Coverage to the Institution and Facility of insurance coverage:
  - a. At the time this contract and any subsequent contract is executed;
  - b. Within 5 business days of any change in insurance or terms of insurance.
3. The Caterer's failure to maintain the minimum levels of insurance coverage described in this contract in force during the term of this contract shall be grounds for the Institution to declare the Caterer in default of the contract and immediately terminate the contract for failure to perform.

J. Conflict of Interest:

Complete the Caterer Conflict of Interest Questionnaire and provide the completed questionnaire to the Institution as part of the complete contract submission. This record is a required prerequisite to the execution of the contract.

### **III. The Institution or Facility Agrees to:**

A. Receiving catered meals:

It is the responsibility of the Institution or Facility to ensure the meals delivered meet contract requirements and are properly maintained and stored until served. Prior to signing a delivery ticket, the Institution or Facility staff must:

1. Verify the number of meals ordered and menu items. Any damaged or incomplete meals shall not be accepted and will not be included when the number of delivered meals is determined.
2. Verify cold foods are delivered at or below 42°F. Any cold foods delivered at or above 43°F will not be accepted.
3. Verify hot foods are delivered at or above 135°F. Any hot foods delivered at or below 134°F will not be accepted.
4. Follow CACFP Food Safety and Sanitation Requirements and other governing food safety and sanitation requirements.

B. Payment to the Caterer:

The Institution or Facility must make prompt and complete payment to the Caterer within 5 days of receiving CACFP reimbursement for the corresponding claim month.

C. Meal Order Changes:

The Institution or Facility shall be entitled to add or delete facilities from its meal delivery orders and to change the number of meals ordered. The Institution or Facility must:

1. Complete a Catered Meal Order Change Form, Attachment 10;
2. Fax to the Caterer by 5:00 p.m. 2 days prior to the scheduled delivery;
3. Notify the Caterer two weeks in advance of any non-emergency closure, including holidays; and
4. Receive confirmation from the Caterer regarding changes in number of meals ordered.

D. CACFP Catered Meal Records:

The Institution or Facility shall maintain books and records pertaining to this contract and such records shall be available for a period of three years from the date of submission of the final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of KDE; the State Agency; the Kentucky Department of Law Enforcement; U.S. Department of Agriculture; and Kentucky Office of Inspector General. These records shall include:

1. Documents to support award of this contract
2. The contract and all addendums or changes
3. Delivery records and meal change form confirmations
4. Invoices and proof of payments to Caterer
5. All other documentation to support meals claimed

*I have been advised to seek legal counsel before signing this CACFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.*

By this signature, I/we warrant and affirm that we have no financial interest in the Institution or Facility. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CACFP from the date such financial interest existed.

**FOR CATERER:  
(2<sup>nd</sup> Party)**

\_\_\_\_\_  
*Original Signature of Authorized Caterer Representative and Accepting Responsibility in the name of the Caterer*

\_\_\_\_\_  
*Printed Name of Authorized Caterer Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Company Name*

**ATTEST:**

\_\_\_\_\_  
*Original Signature of Witness to Caterer*

\_\_\_\_\_  
*Printed Name of Witness to Caterer*

\_\_\_\_\_  
*Dated*

*I have been advised to seek legal counsel before signing this CACFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.*

By this signature, I/we warrant and affirm that we have no financial interest in the Caterer. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CACFP from the date such financial interest existed.

All required CACFP review and approval of the terms of this contract have been obtained in advance of final execution of this contract.

**FOR INSTITUTION/FACILITY:  
(1<sup>st</sup> Party)**

\_\_\_\_\_  
*Original Signature of Authorized Institution/Facility Representative and Accepting Responsibility in the name of the Institution/Facility*

\_\_\_\_\_  
*Printed Name of Authorized Institution/Facility Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Organization Name and CACFP CNIPS ID*

**ATTEST:**

\_\_\_\_\_  
*Original Signature of Witness to Institution/Facility*

\_\_\_\_\_  
*Printed Name of Witness to Institution/Facility*

\_\_\_\_\_  
*Dated*

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## KY CACFP Standard Catering Contract

### **Overview:**

The overview items that follow are incorporated and adopted by reference into the terms and conditions of this contract.

#### **1.01 Purpose:**

The purpose of this Standard Catering Contract is to obtain registered Caterer services to furnish meals to children participating in the Child and Adult Care Food Programs (CACFP) at designated sites. The Standard Catering Contract is provided for mandatory use by all CACFP Institutions or facilities using catering services pursuant to 7 CFR §§226.6(i) and 226.21.

The objective of the contract is to obtain CACFP standard meals, delivered to designated locations, on a predetermined schedule, in specific configuration and under strict quality control guidelines. Meals accepted at the Facility locations are eligible for payment by the Institution or Facility. CACFP reimbursement shall be dependent upon the Caterer and child care Facility achieving the necessary standards to qualify delivered meals for reimbursement.

#### **1.02 Definitions:**

The following definitions shall apply to all terms and conditions:

1. State Agency means the Kentucky Child and Adult Care Food Program, responsible for implementation and management of the CACFP in the State of Kentucky.
2. Bid means an offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.
3. Bidder means a person who sells prepared meals, supplies and services for the CACFP. Such person must be registered with the State Agency to be eligible for the authority to bid for the opportunity to provide services under contract to a CACFP Institution or Facility.
4. Caterer means a person or business entity registered with the State Agency that wishes to sell prepared meals, food related supplies and services to CACFP participating Institutions.
5. CACFP means that portion of the Child and Adult Care Food Program enacted in Section 17 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand non-profit food service programs for children in nonresidential institutions which provide care. The CACFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CACFP by the State to the Institution that in turn is required to pay for meals received.
6. Center means a child or adult care center, at-risk after school care center, an emergency shelter, or an outside-school-hours care center.
7. CFR means Code of Federal Regulations.

8. Child or Adult care center means any public or private nonprofit Institution or Facility (except day care homes), or any for-profit center that is licensed or approved to provide nonresidential child or adult care services to enrolled children (primarily of preschool age), including but not limited to day care centers, neighborhood centers, Head Start centers and organizations providing day care services for children with disabilities or adults with functional and/or mental disabilities not in residential care. Child and Adult care centers may participate in the Program as independent centers or under the auspices of a sponsoring organization.
9. Child care Facility means a licensed or approved child care center, at-risk after school care center, emergency shelter, or outside-school-hours care center under the auspices of a sponsoring organization.
10. Competitive sealed bid means a method of procurement whereby two or more sealed bids are publicly solicited and a firm fixed-price contract is awarded to the responsive, responsible bidder whose bid, conforming to all the material terms and conditions of the solicitation, is the lowest in price or a selected acceptable bid price based upon CACFP criteria.
11. Contract means a legally enforceable agreement duly executed by the authorized representative of the Institution or Facility and the Caterer that calls for the provision of meals, supplies and services by the Caterer in accordance with all the conditions and specifications in the contract for a price to be paid by the Institution.
12. Cycle menu means a standard list of food items organized into daily meals meeting the USDA meal pattern. Cycle menus are provided in specific sequence and arrangement to vary the diet of CACFP participants and remain in compliance with the USDA meal pattern standards.
13. Day means a calendar day, without regard to weekend or holiday unless otherwise specified.
14. Emergency means those unplanned or unexpected situations preventing the Institution or Caterer from operating as normally planned. Emergency circumstances are normally declared by a government entity and are further defined in Part I, I of this contract.
15. Executed contract means a contract that has been signed and dated by both parties (authorized representatives of the Institution and Caterer). In those instances where the quoted or bid price for service under the original contract equals or exceeds \$50,000, such contract is not executed until it is approved by the State Agency and must be so approved prior to the parties executing and commencing service under that contract.
16. Facility means a sponsored child care center.
17. Fixed-price contract means a contract in which the Caterer is paid at a set or fixed rate per meal for a specific period of time.
18. FNS means Food and Nutrition Service, an office within the United States Department of Agriculture responsible for national implementation and oversight of the CACFP.
19. Formal competitive procedure means a method of obtaining catered meal service by an advertised sealed bid process.
20. Informal competitive procedure means a method of obtaining catered meal service by requesting price quotations for meals.

21. Institution means a sponsoring organization, child or adult care center, at-risk afterschool care center, outside-school hours care center, or emergency shelter which enters into an agreement with the State Agency to assume final administrative and financial responsibility for Program operations.
22. Invitation to bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening. The written solicitation contains specifications and pertinent attachments that define the items or services needed and upon which basis the bidder shall be required to respond.
23. Meals means food which is served to enrolled participants at an Institution or Facility and which meets the meal pattern and nutritional requirements set forth in this contract.
24. Milk means pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and is consistent with State and local standards for such milk.
25. Monetary threshold means the procurement determination level based on an Institution's or a Facility's total annual food costs. The monetary threshold for State Agency is \$20,000.
26. National disqualified list means the list, maintained by the USDA of institutions, responsible principals and responsible individuals disqualified from participation in the Program.
27. Noncompetitive negotiation means the procurement through solicitation of a proposal from only one or a very limited number of sources or after solicitation of a number of sources, competition is determined to be inadequate.
28. Nonprofit food service means all food service operations conducted by the Institution principally for the benefit of enrolled participants, from which all of the Program reimbursement funds are used solely for the operations or improvement of such food service.
29. Notice of Serious Deficiency means written notification from the State Agency or sponsor or USDA that an Institution or Facility has been determined to be non-compliant in one or more aspects of its operation of the CACFP.
30. Program means the Child and Adult Care Food Program authorized by Section 17 of the National School Lunch Act, as amended.
31. Public/Military Institution or Facility means any governmental child care center at the federal, state or local level.
32. Quotation or quote means the formal statement of a price at which a prospective Caterer is prepared to deliver specified services.
33. Registered Caterer means a properly licensed business entity engaged in the preparation and delivery of meals meeting specific requirements. This entity, in addition to all required state licensure and business registrations has also successfully registered with the State Agency as a Caterer for the CACFP.
34. Responsive bidder means a Caterer registered with the State Agency who has submitted a response to an Invitation to Bid for catering services.
35. Responsive potential Caterer means a Caterer registered with the State Agency who has submitted a response to a solicitation for a quote for catering services.

36. Snack means a meal supplement that meets the meal pattern requirements specified in 7 CFR §226.20(b)(6) or (c)(4).

37. Solicitation means a verbal or written request by an Institution or Facility to obtain catering services. Solicitations can be informal or formal based on the monetary threshold of the Institution or Facility.

38. USC means United States Code.

39. USDA means United States Department of Agriculture responsible for the administration, oversight and fund distribution for the CACFP and the requirements of governing federal regulations.

40. Yogurt means commercially coagulated milk products obtained by the fermentation of specific bacteria, that meet milk fat or milk solid requirements to which flavoring foods or ingredients may be added. These products are covered by the Food and Drug Administration's Standard of Identity for yogurt, lowfat yogurt, and nonfat yogurt, (21 CFR §131.200), (21 CFR §131.203), and (21 CFR §131.206), respectively.

### **1.03 Parties Encouraged to Seek Legal Counsel:**

The standard contract is a legal document. Entering into this agreement may affect the Institution's or Facility's or Caterer's rights and responsibilities under Kentucky law. Each party to this contract will have individual legal concerns best addressed by an attorney representing that party's interests.

This standard contract is provided as required under the federal rules governing the CACFP. The State Agency is not permitted to provide legal advice regarding this contract. The State Agency is only permitted to explain the various terms, conditions and functions of the standard contract and may not advise parties as to their rights under the stated provisions. Any representation either implied or stated by any party or agent of the State Agency in this regard to the contrary shall have no effect and shall not be relied upon regarding this contract.

The Institution or Facility and Caterer are therefore strongly encouraged to seek legal advice from an attorney licensed in the State of Kentucky familiar with contract law and CACFP requirements before entering into this contract. The State Agency will certainly discuss various provisions of the proposed contract with a properly licensed attorney representing either party to the proposed contract to answer any questions or concerns should either party make such arrangements.

Pursuant to 7 CFR §§226.6(1) and 226.21(b) and (c), the terms of this contract shall be applied uniformly throughout the State and are not subject to negotiation. Therefore, any communication with representatives from an Institution or Facility or Caterer's attorney shall be for the sole purpose of providing information regarding the legal implications of the contract's terms and conditions.

### **1.04 Monetary Threshold for Catering Contract:**

A. This Standard Catering Contract for catered meal service must be used by Child and Adult Care Food Program (CACFP) Institutions or Facilities. Institutions or Facilities with a total annual meal service cost up to \$20,000 may use informal procedures when securing a contract. Those with a total annual meal service cost at or above \$20,000 must use formal bid procedures.

- B. When following informal procedures to obtain catered meal services, the Institution or Facility must obtain written quotes from at least three registered Caterers.
- C. When following formal procedures to obtain catered meal services, the Institution or Facility must provide written solicitation for sealed bids with the date and time of the public bid opening.
- D. The quotes or bids must include the unit price for each meal and the lowest grand total quote or bid must be accepted unless prior approval is obtained from the State Agency for choosing a Caterer with a higher quote or bid based on written justification.

**1.05 The State Agency's Role in Contract Administration:**

- A. The State Agency is not a party to the contract. However, the State Agency provides the fiscal reimbursement to Institutions for creditable catered meals. These reimbursements are subject to federal CACFP requirements. Consequently, the terms of the contract, its execution and validation of service are subject to the State Agency's review for purposes of validating program funding and reimbursement to the Institution.
- B. The Institution's or Facility's continued participation in the CACFP is dependent on effective management and administration of the contract. The Caterer's continued service to CACFP Institutions or Facilities is subject to the Caterer maintaining its registration with the State Agency.

**1.06 Approved Competitive Contracting Procedures:**

- A. Informal competitive procedures:  
Institutions or Facilities with an estimated contract monetary threshold of less than \$20,000 must obtain written quotes from at least three registered Caterers. Quotes must include the unit price for each meal and the lowest grand total quote must be accepted unless prior approval is obtained from the State Agency for choosing a Caterer with a higher quote based on written justification.
- B. Formal competitive procedures:  
Institutions or Facilities with an estimated contract monetary threshold at or above \$20,000 must advertise bid proposals in a newspaper of general circulation with the specified date and time of bid opening. Public advertisement must occur at least fourteen (14) calendar days before the bid opening. Institutions or facilities and potential bidders (Caterers) must follow formal bidding procedures outlined below:
  1. Bids received prior to the time of the opening must be securely kept, unopened with date and time received recorded on the outside of a sealed envelope.
  2. The date and time of the bid opening must not be changed by the Institution or Facility after the bids have been received.
  3. Bids must be opened at the specified date, place and time, read publicly and recorded. A bid must not be altered after the opening of the bids.
  4. Only one bid may be offered by any one party. If more than one bid is offered by any one party, whether it is offered by or in the name of a clerk, partner, or other assistant or employee, then all bids from that party must be rejected.

5. Bids not submitted with a bidder acknowledgement form and submitted without specified attachments shall be rejected.
6. Bids must not be accepted after the date and time noted on the bidder acknowledgement form. It is the bidder's responsibility to assure that his/her bid is delivered at the proper time and place of the bid opening.
7. Potential bidders must complete and execute all mandatory attachments and the bidder acknowledgement, form and submit the originals and one copy of each in a sealed envelope.
8. Potential bidders must include the Institution's or Facility's name and address and date and time of the bid opening on the face of envelope.
9. If a bid is submitted via express mail or in a courier envelope, the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded.
10. Offers by telegram or telephone are not acceptable.

**1.07 General Requirements of Caterer:**

- A. Caterer must be registered with the State Agency to provide quote or bid:
  1. Caterers responding to a solicitation for quotes or bids must be registered with the State Agency prior to submitting a quotation or bid for consideration. Registration may be completed consistent with the instructions on the State Agency website at <http://education.ky.gov/federal/SCN/Pages/Child-and-Adult-Care-Food-Program.aspx>
  2. Caterers must submit the following information annually by July 30<sup>th</sup> of each year to be included on the registered Caterer list: a completed Caterer registration form; a copy of the current food service permit; a copy of the most recent food service inspection; a copy of the current business license; and a copy of a current food service manager certification, if applicable.
- B. Caterers providing quotes or bids shall carefully review all the materials contained herein and prepare responses accordingly. The quotation or bid shall be based on all the terms and conditions stated in this contract. The Caterer is responsible for the accuracy of all information provided in its bid and shall be required to perform according to the terms of the contract and its bid should it receive the contract award. The Caterer shall therefore be required to:
  1. Provide a quotation or bid based on the number, type and delivery location for meals specified in the request for quotation or bid.
  2. Provide a unit price per meal type requested, total price for each meal type, and its grand total quotation on Attachment 7, Price Schedule, columns 3, 4, and 5.
  3. Complete Attachment 8, Caterer Conflict of Interest Questionnaire
  4. Complete, if required by formal competitive procedures, Attachment 11, Bidder Acknowledgement Form, and Attachment 12, Certificate of Independent Price Determination.
  5. Type or print in ink all quote or bid proposals. Use of erasable ink is not permitted.
  6. Include the cost of food, milk, disposable meal service products, packaging, transportation and all other related costs (e.g., condiments, utensils, etc.)

according to Attachment 5, Meal Services to be Provided and Attachment 7, Price Schedule, as part of the contract price.

**NOTE:** The grand total price of the quote (Attachment 7) shall not include unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period as part of the contract price.

- C. Caterer quote or bid inquiries:
1. Questions related to the request for a quote or bid must be received in writing by the Institution or Facility.
  2. Respondents to an informal quote or formal bid may not contact the Institution or Facility between the date of the request for quotes or release of the bid and the end of the 72-hour evaluation for responsiveness period except in writing to the Institution or Facility.
  3. Violation of this provision may be grounds for rejecting a quote or bid.

**1.08 Evaluation of Quotes or Bids:**

- A. Quotes or bids that do not meet the requirements specified in this contract will be considered non-responsive. Responsive quotes or bids meeting the mandatory requirements will be evaluated. In the best interest of the Institution or Facility, the Institution or Facility reserves the right to reject any and all quotes or bids or waive any minor irregularity or technicality in the quotes or bids received. Caterers are cautioned to make no assumptions unless their quote or bid has been deemed responsive.
- B. In case of mathematical errors, the Caterer's unit price quotation or bid shall be considered the contract price. It is the Caterer's responsibility to understand the terms, conditions and specifications of the contract. Failure to do so will be at the Caterer's risk and no relief shall be provided under this contract for "error" once a contract is executed and agreed to by both parties.

**1.09 Basis for Award:**

- A. Each quotation or bid submitted shall be considered for responsiveness to the terms and conditions of the contract. In general, a single award shall be made to the responsive Caterer offering the lowest grand total price and meeting all stated requirements of this contract.
- B. The Institution may choose to award the contract to another Caterer meeting all contract requirements as permitted under 7 CFR §226.21(a)(7). However, in order to qualify for CACFP reimbursement for the catered meals in the contract, the Institution (or Facility) must obtain State Agency approval prior to awarding the contract. In order to obtain that approval, the Institution (or Facility) shall provide written justification to the State Agency explaining its reasons for not accepting the lowest catering contract quotation or bid. The State Agency shall issue its decision within ten days of receiving the Institution's (or Facility's) completed request for consideration.
- C. All proposed catering contracts with a grand total amount of \$50,000 or higher must be approved by the State Agency, pursuant to 7 CFR §226.21(a)(7) prior to execution. Institutions or facilities may be penalized for failure to obtain prior State Agency approval.

D. All corrections made by the Institution or Facility and/or the Caterer to this contract shall be initialed. The Institution or Facility and the Caterer name shall appear on each page of the contract as required.

**1.10 Term of Contract Renewal:**

The proposed contract is for a single federal fiscal year. The contract shall expire on September 30<sup>th</sup> of the contract year unless terminated earlier.

**1.11 Federal Policy Prohibiting Discrimination:**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**1.12 E-Verify Registration**

The Institution or Facility agrees to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of:

1. All persons employed during the Standard Catering Contract term by the Institution or Facility to perform employment duties within Kentucky;

2. All persons (including subcontractors such as a Caterer) assigned by the Institution or Facility to perform work pursuant to this Standard Catering Contract.

**1.13 Questions and Answers:**

All questions must be directed to the Institution or Facility seeking the Caterer quotation or bid under this contract. The deadline for questions prior to bid opening is 7 days from the date of the advertised bid opening. The Institution or Facility and Caterer may seek clarification or assistance from the State Agency when it is believed such assistance will be helpful in developing the most efficient and effective contract possible for the benefit of the children participating in the CACFP, the CACFP and the parties to this contract. The State Agency may also provide guidance on the terms and conditions of this contract.

